

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 44	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

THIS SOLICITATION IS ISSUED AS A COMMERCIAL ACQUISITION USING SIMPLIFIED ACQUISITION PROCEDURES IN ACCORDANCE WITH FAR12 AND FAR 13. OFFERORS SHALL READ AND FOLLOW THE CLAUSE "INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS", FAR 52.212-1 WHEN SUBMITTING THEIR PROPOSALS.

AWARD: The award of any contract issued hereunder will be made in the aggregate to the lowest priced, responsive, responsible offeror after consideration of valid proposals.

** Failure to bid on every item will render your bid nonresponsive.

QUOTE DUE BY 16 JULY 2007, 2:00 PM. QUOTE MAY BE EMAILED TO: dorothy.mccormick@knox.army.mil OR FAXED TO 502-624-7165/5869. ONLY FAX THOSE PAGES OF THE SF1449 CONTAINING REQUESTED INFORMATION AND PRICING.

ALL AMOUNTS MUST BE ON THE WHOLE PENNY (NO FRACTIONS)

*****THIS SOLICITATION IS SET-ASIDE SMALL BUSINESS*****

OFFERORS SHALL COMPLETE THE FOLLOWING INFORMATION:

DUNS NUMBER: _____

CAGE CODE: _____

TAX ID NO: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

Name of person quoting (Signature if faxing): _____

NOTICE TO OFFERORS:

The Government will evaluate proposals in response to this solicitation without discussions and will award a contract to the responsible offeror whose proposal, conforming to the solicitation, will be most advantageous to the Government considering only price and the price related factors specified elsewhere in the solicitation.

NOTES:

1. Questions concerning this solicitation must be submitted in writing and may be faxed to the attention of: Dorothy McCormick at (502) 624-7165/5869 or e-mail to dorothy.mccormick@knox.army.mil.

2. All contractors wishing to do business with the government must possess a valid DUNS number and Cage Code and must be registered in the Central Contractor Registration (CCR). Contractors can register online at www.ccr.gov. For assistance, contractors can call toll free (888) 227-2423.
3. **CONTRACTOR MANPOWER REPORTING (CMR):** Per Secretary of the Army direction, ensuring contractors report the required data is the responsibility of the official certifying payment. The contractor shall provide written certification (i.e. email or letter) of completion of this requirement to the official certifying payment (i.e. the COR or the POC for receiving report as indicated in the order/contract) and to the Contracting Officer.

“PAYMENT BY GOVERNMENT CREDIT CARD”

The government will be using the Government Credit Card to place orders under this contract in lieu of issuing orders with the standard Form 1449. The contractor shall have the capability to accept the Government Credit Card at time of award. The contractor shall obtain and maintain the capability to accept the Government Credit card during the period of the contract. Failure to maintain the credit card during the contract period may constitute contractual default pursuant to FAR 52-212-4(m), entitled “Termination for Cause”.

NOTE: PAYMENT WILL BE MADE FOR THE ACTUAL NUMBER OF SANDWICHES ORDERED.

WAGE DETERMINATION

U.S. Department of Labor Wage Determination Number 1995-0077, Revision 18, dated 24 May 2006, is applicable to this order and is included herein.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SPOKANE NOON MEALS FFP PROVIDE NOON MEALS (SUBSANDWICHES) TO APPLICANTS PROCESSING THROUGH THE SPOKANE MILITARY ENTRANCE PROCESSING STATION (MEPS) FOR THE PERIOD 01 OCTOBER 2007 THROUGH 30 SEPTEMBER 2008. FOB: Destination PURCHASE REQUEST NUMBER: W68EV870870100	4,569	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	SPOKANE NOON MEALS FFP CMR CHARGE FOR THE BASE PERIOD OF THE CONTRACT 01 OCTOBER 2007 THROUGH 30 SEPTEMBER 2008. FOB: Destination PURCHASE REQUEST NUMBER: W68EV870870100	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		4,569	Each		
OPTION	SPOKANE NOON MEALS FFP PROVIDE NOON MEALS (SUBSANDWICHES) TO APPLICANTS PROCESSING THROUGH THE SPOKANE MILITARY ENTRANCE PROCESSING STATION (MEPS) FOR THE PERIOD 01 OCTOBER 2008 THROUGH 30 SEPTEMBER 2009. FOB: Destination PURCHASE REQUEST NUMBER: W68EV870870100				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each		
OPTION	SPOKANE NOON MEALS FFP CMR CHARGE FOR THE BASE PERIOD OF THE CONTRACT 01 OCTOBER 2008 THROUGH 30 SEPTEMBER 2009. FOB: Destination PURCHASE REQUEST NUMBER: W68EV870870100				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		4,569	Each		
OPTION	SPOKANE NOON MEALS FFP PROVIDE NOON MEALS (SUBSANDWICHES) TO APPLICANTS PROCESSING THROUGH THE SPOKANE MILITARY ENTRANCE PROCESSING STATION (MEPS) FOR THE PERIOD 01 OCTOBER 2009 THROUGH 30 SEPTEMBER 2010. FOB: Destination PURCHASE REQUEST NUMBER: W68EV870870100				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Each		
OPTION	SPOKANE NOON MEALS FFP CMR CHARGE FOR THE BASE PERIOD OF THE CONTRACT 01 OCTOBER 2009 THROUGH 30 SEPTEMBER 2010. FOB: Destination PURCHASE REQUEST NUMBER: W68EV870870100				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		4,569	Each		
OPTION	SPOKANE NOON MEALS FFP PROVIDE NOON MEALS (SUBSANDWICHES) TO APPLICANTS PROCESSING THROUGH THE SPOKANE MILITARY ENTRANCE PROCESSING STATION (MEPS) FOR THE PERIOD 01 OCTOBER 2010 THROUGH 30 SEPTEMBER 2011. FOB: Destination PURCHASE REQUEST NUMBER: W68EV870870100				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Each		
OPTION	SPOKANE NOON MEALS FFP CMR CHARGE FOR THE BASE PERIOD OF THE CONTRACT 01 OCTOBER 2010 THROUGH 30 SEPTEMBER 2011. FOB: Destination PURCHASE REQUEST NUMBER: W68EV870870100				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		4,569	Each		
OPTION	SPOKANE NOON MEALS FFP PROVIDE NOON MEALS (SUBSANDWICHES) TO APPLICANTS PROCESSING THROUGH THE SPOKANE MILITARY ENTRANCE PROCESSING STATION (MEPS) FOR THE PERIOD 01 OCTOBER 2011 THROUGH 30 SEPTEMBER 2012. FOB: Destination PURCHASE REQUEST NUMBER: W68EV870870100				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Each		
OPTION	SPOKANE NOON MEALS FFP CMR CHARGE FOR THE BASE PERIOD OF THE CONTRACT 01 OCTOBER 2011 THROUGH 30 SEPTEMBER 2012. FOB: Destination PURCHASE REQUEST NUMBER: W68EV870870100				
NET AMT					

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government

0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2007 TO 30-SEP-2008	N/A	MILITARY ENTRANCE PROCESSING STATION .. SPOKANE MEPS US COURT HOUSE W 920 RIVERSIDE AVE SPOKANE WA 99201-1008 FOB: Destination	W68EV8
0002	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W68EV8
0003	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W68EV8
0004	POP 01-OCT-2008 TO 30-SEP-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W68EV8
0005	POP 01-OCT-2009 TO 30-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W68EV8
0006	POP 01-OCT-2009 TO 30-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W68EV8
0007	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W68EV8
0008	POP 01-OCT-2010 TO 30-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W68EV8
0009	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W68EV8
0010	POP 01-OCT-2011 TO 30-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W68EV8

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.217-5	Evaluation Of Options	JUL 1990
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.232-18	Availability Of Funds	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision --

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

- ___ 51 - 100 ___ \$1,000,001 - \$2 million
- ___ 101 - 250 ___ \$2,000,001 - \$3.5 million
- ___ 251 - 500 ___ \$3,500,001 - \$5 million
- ___ 501 - 750 ___ \$5,000,001 - \$10 million
- ___ 751 - 1,000 ___ \$10,000,001 - \$17 million
- ___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end product, "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
<div></div> <div>-</div>	<div></div> <div>-</div>
<div></div> <div>-</div>	<div></div> <div>-</div>
<div></div> <div>-</div>	<div></div> <div>-</div>

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
<div></div> <div>-</div>
<div></div> <div>-</div>
<div></div>

—

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k)((1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (4) [Removed].

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

X (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

X (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 October 2007 through 30 September 2008.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 meal daily, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 60 each daily, with a daily average of 25;

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in

orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2008.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the end of the contract period.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

<u>Employee Class</u>	<u>Monetary Wage—Fringe Benefits</u>
Food Service Worker	\$12.48 – 36.45% (WG 2, Step 2 & 36.45% does not change)

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Directorate of Contracting, 199 6th Ave., Ste 250, Fort Knox, KY 40121-5720.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/index.html>
<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/index.html>

<http://farsite.hill.af.mil>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☐ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ☐ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) ☐ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) ☐ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ☐ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) ☐ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ☐ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ☐ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) ☐ 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ☐ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) X 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) ___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) X Alternate III (MAY 2002) of 252.247-7023.

(21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

STATEMENT OF WORK

TO

PROVIDE NOON (LUNCH) MEALS FOR

ARMED FORCES APPLICANTS

AT THE

Spokane, Washington

MILITARY ENTRANCE PROCESSING STATION

SECTION 1

GENERAL

1.1. The contractor shall furnish food, facilities, furniture, equipment, supplies, management, supervision, and labor to provide noon (boxed lunch) meals, as specified herein, for the Armed Forces applicants processing at the Spokane, Washington, MEPS during the period From 1 October 2007 through 30 September 2008 with four one-year renewable option periods.

1.1.1 The performance standards are specified in this Statement of Work and shall be for preparing meals in a state/local licensed facility or restaurant), transporting and serving the noon meals (lunch) to the MEPS, when called for by the Contracting Officer or his/her authorized representative.

1.1.2 Subcontracting. The contractor shall furnish meals from the establishment at the location specified in the contract. Subcontracting to any other establishment or furnishing meals from any other location shall be permitted only with the prior written consent of the Contracting Officer.

1.1.2.1 The contractor and any subcontractor shall meet the specifications herein for the services provided.

1.1.2.2 The MEPS is located at the Thomas S. Foley Federal Building, 920 W. Riverside Ave, Spokane, WA 99201-1008. Phone number is (509) 353-3105 ext 202.

1.1.3 The contractor shall provide these services on days as requested by the Contracting Officer or his/her designated representative. General operating requirements shall normally be from Monday through Friday. Additionally, these requirements may be needed for up to a maximum of twenty-six (26) Saturday operations annually at the MEPS and up to one or two mission days per month for applicants processing late into the afternoon or early evening at the MEPS.

1.1.3.1 Extended Hours Processing Days. On these days, commonly referred to as mission days, the MEPS require additional meals for applicants processing into the late evening hours at the MEPS location. MEPS will determine the number of meals they will require for applicants processing late and add them to the regular noon meal order. See Section 5.15.

1.1.4 The Government will pay for the meals at the unit costs set forth in the bid schedule.

1.1.5 The number of meals provided during a previous 12-month period is provided for information only, at Technical Exhibit 1.

1.2 The Government will monitor the contractor's performance under this contract by the following methods:

1.2.1 The COR, MEPS Commander, MEPS medical officer or their designated representative or any other person designated in writing by the Contracting officer shall inspect the facilities where the meals are prepared to ensure that State and local health, sanitation and fire prevention standards are being maintained and that meals are being furnished in accordance with contract specifications. Such inspections will be conducted at unannounced times. The contractor shall ensure that the facilities are available for inspections.

1.2.2 Contractor must begin performance as specified on the effective date of the contract. All services and requirements must be satisfied by the preaward inspection date to be awarded the contract.

1.2.3 The Quality Assurance Evaluator (QAE) will monitor the contractor's performance in accordance with FAR 52.212-4 (a).

1.3 The contractor shall maintain a program of self-inspection, acceptable to the Government, to ensure compliance with this contract. Records of inspections shall be maintained and made available to the Contracting Officer or his/her designated representative during the contract performance.

1.4 The contractor's employees shall be courteous to all persons served under this contract. Courtesy rendered will be equal to that rendered to all other customers of the establishment and equal to that expected of any public eating/feeding facility.

1.5 Contractor Manpower Reporting

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all required information using the following web address: <https://cmra.army.mil>.

The required information includes: (1) Contracting Office, Contracting Officer, Contractor Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor, if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

SECTION 2

DEFINITIONS

2.1. Acceptance. The act of an authorized representative of the Government by which the Government approves specific services as partial or complete performance of the contract.

2.2. Armed Forces Applicant. An individual voluntarily applying for entrance into the Armed Forces, Coast Guard or any other Government Agency.

2.3. Contracting Officer. A person duly appointed with the authority to enter into and administer contracts on behalf of the Government. The term also includes the authorized representative of the Contracting Officer acting within their written authority.

2.4. Legal Public Holidays [as established pursuant to 5 U.S.C. 6103(a)]:

New Year's Day	1 January
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

If a holiday falls on a Saturday, the preceding Friday is the observed day. If a holiday falls on a Sunday, the next Monday is the observed day. The MEPS will normally be closed on holidays, but applicants will normally require meals and lodging on holidays to process at the MEPS on the following day. There are APPROXIMATELY FIVE training days per year. The contractor will be notified in advance of the specific dates as no meals will be required on those dates.

2.5. Lunch Meal. A meal served during the time period stated in SOW section 5.13.

2.6. Military Entrance Processing Station (MEPS). Military activity responsible for administering aptitude tests, medical examinations, and administrative processing of Armed Forces applicants.

Mission Day Meal – a second meal for applicants processing late into early evening or night at the MEPS on an Extended Hours Processing Day commonly referred to as mission day.

2.8. Quality Assurance. Those actions taken by the Government to check goods or services to determine that they meet the requirements of the contract.

2.9. Quality Assurance Evaluator (QAE). A representative of the Contracting Officer who performs surveillance of the contract.

2.10 Quality Control. Actions taken by a contractor to control the production of goods or services so that they will meet the requirements of the contract.

2.11. United States Military Entrance Processing Command (USMEPCOM). Major command responsible for administering the operation of Military Entrance Processing Stations (MEPS).

SECTION 3

GOVERNMENT-FURNISHED PROPERTY

3.1 The Government will provide the contractor the daily authorization and receipt vouchers.

3.2 The Government will provide the following: dining area, tables, chairs, and waste receptacles for the applicants to use during the noon meal.

3.3 The Government will provide no additional equipment for use by contractor in performance of this contract.

The Government will make no alterations to the existing facilities. Any alterations required by the contractor shall be made at the contractor's expense. Written approval must be obtained from the Contracting Officer, the MEPS Commander and the building manager prior to altering Government facilities. The contractor shall restore altered Government facilities to their original appearance and condition at the completion of the contract.

SECTION 4

CONTRACTOR-FURNISHED PROPERTY

4.1 The contractor shall furnish all food, facilities, furniture, equipment, supplies, management, supervision and labor required for the performance of this contract, except that specifically identified as Government-furnished property in Section 3.

4.2 The Contractor shall furnish all food items and container items as requested under Sections SOW 5.12.12 through 5.12.14 of this contract for holding and serving lunch meals.

SECTION 5

FOOD SPECIFICATIONS AND SPECIFIC TASKS

5.1 The contractor's food service facilities and operations, including food preparation area, shall meet the following minimum standards and shall comply with state and local health department rules on food service sanitation. Current and appropriate Federal, State and local licenses and inspections shall be posted or on hand for inspection.

5.2 The food shall be prepared at the contractor's facility, transported to and served at the MEPS.

5.3 The contractor shall meet the following minimum requirements:

5.3.1 The contractor shall clean the serving and dining site daily upon completion of serving meals.

5.3.2 The Contractor shall remove all garbage and trash from the MEPS dining area accumulated from the applicants during the serving of the noon meal, at the end of lunch.

5.3.3 The Contractor shall ensure the dining area is in the same condition as prior to serving the noon meal. When finished cleaning the dining area, the Contractor shall notify the designated MEPS representative they are departing the MEPS.

5.3.4 The MEPS shall retain such items as cans, bottles, etc. that can be recycled to use in their recycling program.

5.4 During transportation, food and food utensils shall be kept in covered containers or completely wrapped or packaged so as to be protected from contamination and spoilage.

5.5 Enclosed and clean vehicles shall be used for the transportation of food.

5.6 Vehicles used to transport food shall meet all Federal, State and local health, safety, licensing and insurance requirements.

5.7 If required by Federal, State or local laws or regulations, the contractor shall require all food handlers to have a limited medical examination as required. Upon request, the contractor shall show the results of the medical examinations to the contracting officer and/or his designated representative.

5.8 Hands of food handlers shall be free of cuts, sores, and other skin lesions.

5.9 Any person handling food who shows signs of an infectious disease or who is known to be a carrier shall be immediately relieved of his/her duties and reported to medical authorities.

5.10 Food handlers shall wash their hands before starting to work and after using the toilet facilities.

5.11 When assembling sandwiches, food handlers should wear clean, clear food handler's gloves.

5.11.1 Sandwich assembly at the MEPS by the contractor is not permitted.

5.12 The Contractor shall prepare and deliver to the MEPS box lunches consisting of the following:

5.12.1 The contractor shall provide a variety of three (3) different types of meat submarine style sandwiches and a veggie submarine sandwich, meeting portions and specifications below. Applicant selection is first come, first serve.

5.12.2 Bread (Submarine Buns).

White, submarine style - 6 inch in length, weighing 2.5 oz. minimum, fresh.

Whole Wheat, submarine style - 6 inch length, weighing 2.5 oz. minimum, fresh.

5.12.3 Meat, 5 oz minimum

Ham, baked or boiled, sliced

Turkey, sliced

Roast Beef, sliced

5.12.4 Cheese, 2 slices (minimum total of 1 oz.) (Except on veggie subs)

Swiss

Provolone

American

5.1.2.5 Veggie submarine sandwiches shall consist of lettuce, onions, pickles, green peppers, tomatoes, and cucumbers, as a minimum, and shall contain at least 4 slices (minimum of 2 oz) of cheese in lieu of any meat product.

5.12.6 The Contractor shall furnish lettuce and tomatoes in a separate bag or container.

5.12.7 Condiments. The contractor shall provide Yellow and Brown Mustard, low fat mayonnaise, relish, salt and pepper, and oil and vinegar will be made available.

5.12.8 The Contractor shall provide one bag of chips from a choice of at least three (3) types of chips, plain, BBQ, corn chips, in a 1 oz bag or larger. (i.e., Frito Lay, Jays, Herrs, Wise). The Contracting Officer will submit the proposed selection of chips to the Contracting Officer for approval before the contract start date and prior to changing any selection.

5.12.9 Dessert. One large (5") or two medium (2.5"), peanut butter, oatmeal, or chocolate chip cookies pre-packaged.

5.12.10 Fresh Fruit – one of the following per lunch:

Apple or banana (one medium – 3 per pound)

5.12.11 The Contractor shall provide one type of drink from a minimum of three (3) different brands of nationally known carbonated soft drinks (i.e., Pepsi, Coke, Royal Crown) provided in 12 oz. cans or bottles, (cola type, lemon/lime type, root beer - regular and diet). The Contracting Officer will submit the proposed selection of soft drinks to the Contracting Officer for approval before the contract start date and prior to changing any selection.

5.12.12 The Contractor shall provide the above items in a box, bag or a container large enough to hold all items without crushing.

5.12.13 Waxed paper, saran/plastic wrap or glassine bags shall be used for wrapping non pre-packaged items.

5.12.14 The Contractor shall furnish one straw and a paper napkin, 13 inches x 13 inches minimum.

5.13 Meal Times. Meals shall be served at the MEPS from 10:30 A.M. - 1:00 P.M.

5.14 The Government estimates that an average of 25 served noon meals shall be required daily with a maximum of Enter maximum number 60. The MEPS will notify the Contractor, by 8:30 A.M. daily, the number of lunches required for that day.

5.15 Mission Day Meal. Mission day meals will follow the specifications outlined in Section 5.12. Vendors may provide additional selections only for the two mission days per month from which the MEPS may chose.

5.16 Additional Requirements:

5.16.1 All lunches shall be delivered in serving containers sturdy enough to protect contents. Containers shall be clearly marked (i.e., ham, turkey, veggie, roast beef) and be arranged in view to allow applicant selections.

5.16.2 No items shall be provided or otherwise made available for sale or choice to non-applicants.

5.16.3 Meal Vouchers. The contractor shall perform administrative functions to account for meal services provided to MEPS applicants. The Government will provide forms to the contractor upon contract award. The contractor shall return the completed forms with daily charges to the MEPS Budget Technician/Assistant on a daily basis no later than noon the second workday following the applicants' meals.

DELIVERABLES

SECTION	TITLE	FORMAT	DATE	REQUIRED FREQUENCY	NO OF COPIES	DISTRIBUTION
1.5	Contractor Manpower Reporting	Written Certification	NLT 31 Oct of each year	Annually	2	COR(1) Contracting Officer (1)

TECHNICAL EXHIBIT 1HISTORICAL DATA SUMMARYSPOKANE MEPS

Meals by Month – Last 12 Months	
Mar 06	406
Apr 06	336
May 06	348
Jun 06	497
Jul 06	365
Aug 06	534
Sep 06	397
Oct 06	296
Nov 06	334
Dec 06	280
Jan 07	422
Feb 07	<u>354</u>
TOTAL	4,569

NOTE: The above historical data, reflecting the actual number of lunches provided during the period shown, is provided for information only. This, however, does not guarantee future performance.

REGISTER OF WAGE DETERMINATIONS UNDER	3	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	3	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	3	WAGE AND HOUR DIVISION
	3	WASHINGTON, D.C. 20210
William W. Gross	3	Wage Determination No: 1995-0077
Director	3	Revision No: 18
Division of Wage Determinations	3	Date Of Revision: 05/24/2006

 State: Washington

Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

Food & Lodging:

(not set) - Food Service Worker 8.22
 07041 - Cook I 10.04
 07042 - Cook II 11.86
 07070 - Dishwasher 7.76
 07250 - Waiter/Waitress 7.76
 11060 - Elevator Operator 7.76
 11210 - Laborer, Grounds Maintenance 8.22
 11240 - Maid or Houseman 8.22
 99030 - Cashier 8.22
 99050 - Desk Clerk (1)8.22

Halfway House & Residential Community Treatment:

(not set) - Food Service Worker 8.22
 (not set) - Secretary 11.45
 01011 - Accounting Clerk I 10.21
 01012 - Accounting Clerk II 10.88
 01115 - General Clerk I 9.37
 01611 - Word Processor I 9.37
 07041 - Cook I 10.04
 07042 - Cook II 11.86
 07070 - Dishwasher 7.76
 11150 - Janitor 8.22
 11210 - Laborer, Grounds Maintenance 8.22
 11240 - Maid or Houseman 8.22
 23370 - General Maintenance Worker 10.64
 27101 - Guard I 9.22
 27102 - Guard II 9.79
 99050 - Desk Clerk (1)9.37

Moving & Storage:

21040 - Material Handling Laborer 8.83
 21071 - Forklift Operator 10.04
 21130 - Shipping Packer 10.04
 21400 - Warehouse Specialist 10.04
 31361 - Truckdriver, Light Truck 10.04
 31362 - Truckdriver, Medium Truck 10.64
 31363 - Truckdriver, Heavy Truck 11.25
 31364 - Truckdriver, Tractor-Trailer 11.86

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Rates are applicable only under the appropriate occupational category.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a

contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.